

CITY OF COLLEGE PARK

CONTRACT

THIS CONTRACT is made by and between the City of College Park, (hereinafter referred to as the "City") and Arc Environmental, LLC, a limited liability corporation located at 1311 Haubert Street, Baltimore, MD 21230 (hereinafter referred to as "Contractor").

WHEREAS, the City, for itself and on behalf of the University of Maryland, College Park ("UMD"), seeks the services of an environmental engineer to be part of the development team to redevelop a key block in downtown College Park to include a Class-A City Hall and University office building and a prominent public plaza ("Project"); and

WHEREAS, the Contractor is willing to provide said services as an environmental engineer.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The scope of services to be performed by the Contractor as environmental engineer, who will act as an independent contractor, follows:

- a. Preliminary foundation engineering report.
- b. Environmental site assessment report – Phase 1.
- c. Phase 2 report, as necessary.
- d. Geotechnical and Environmental sub-surface investigation including all associated borings, soil testing, rock cores, test pits, groundwater monitoring and chemical testing, as required.
- e. Hazardous materials assessment report for existing buildings to be demolished, including Asbestos containing materials, lead paint, mold, etc.
- f. Environmental review package required for Preliminary Plan of Subdivision approval by the Maryland-National Capital Park and Planning Commission (M-NCPPC) including a Natural Resources Inventory and Type I Tree Conservation Letter of Exemption.
- g. Design assistance and coordination with Architect, Civil Engineer, Structural Engineer and Contractor pricing and documentation efforts, including attendance at early meetings.

II. CONTRACT TERM/DATES OF WORK

The Contractor shall begin work within ten days of notice to proceed. Work shall be completed in compliance with a schedule of work to be developed upon contract award and execution with the parties and the development team. Time is of the essence to the completion of work under this Contract.

III. CONTRACT PRICE

The price to be paid by the City to the Contractor for work under the Contract is:

Thirty-Two Thousand Five Hundred Twenty-five and 00/100 Dollars (\$32,525.00)

Invoices for payment of services may be submitted on a monthly basis and must be accompanied by any other documentation required by the City. Invoices will be paid after approval by the City Finance Officer.

Additional services related to this Contract shall be provided by the Contractor on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates provided by the Contractor in its bid.

Except as noted herein, in no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

IV. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

V. INSURANCE AND INDEMNIFICATION

Contractor will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City, UMD, and their respective officials, officers, employees, contractors and agents ("Indemnified Parties") as additional insureds and shall provide an additional insured endorsement ISO CG 20 10 and CG 20 37 or their equivalents for all policies or their equivalents with the exception of the Workers Compensation and Professional Errors and Omissions Insurance.

a. Commercial General Liability ("CGL"): Coverage for general liability claims arising from operations of the Contractor, subcontractors and suppliers, with terms and conditions of the CGL coverage to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent, and shall include at minimum the following:

1. Contractor and its subcontractors, D.W. Kozera, Inc. and Enviroprojects, LLC shall provide CGL coverage in at least the amounts represented in their respective Certificates of Liability Insurance attached hereto and incorporated herein by reference as Exhibits A, B and C.
2. As Additional Insureds, the City, UMD and the Indemnified Parties shall have coverage for liability arising out of the Contractors' ongoing and completed operations performed for the City;
3. Waiver of Subrogation in favor of the City and

- UMD;
- 4. Policy to be primary and noncontributory as respects the coverage afforded the City and UMD;
- 5. No exclusion for explosion, collapse and underground hazards
- 6. No exclusion for third party action over claims;
- 7. No exclusion for punitive damages;
- 8. Blanket Written Contractual Liability covering all Indemnity;
- 9. CGL coverage written on an occurrence form;

b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. The minimum limits of such coverage shall be:

- 1. Contractor and its subcontractors, D.W. Kozera, Inc. and Enviroprojects, LLC shall provide automobile liability coverage in at least the amounts represented in their respective Certificates of Liability Insurance attached hereto and incorporated herein by reference as Exhibits A, B and C.
- 2. Coverage shall provide a Waiver of Subrogation in favor of the City and UMD

c. Excess Liability / Umbrella Liability: Coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate of these underlying policies: General Liability, Employers Liability, Errors and Omissions and Automobile Liability. Contractor and its subcontractors, D.W. Kozera, Inc. and Enviroprojects, LLC shall provide excess liability/umbrella liability coverage in at least the amounts represented in their respective Certificates of Liability Insurance attached hereto and incorporated herein by reference as Exhibits A, B and C and in addition policies shall provide.

- 1. Waiver of Subrogation in favor of the City and UMD;
- 2. Policy to be primary and noncontributory as respects the coverage afforded the City and UMD.

d. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Contractor's employees. Contractor shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the City and UMD is

required for Part B: Employers Liability. The minimum limits of such coverage Contractor and its subcontractors, D.W. Kozera, Inc. and Enviroprojects, LLC shall be in at least the amounts represented in their respective Certificates of Liability Insurance attached hereto and incorporated herein by reference as Exhibits A, B and C.

e. Professional Errors and Omissions Insurance. The Contractor and its subcontractors, D.W. Kozera, Inc. and Enviroprojects, LLC shall maintain professional errors and omissions insurance coverage in at least the amounts represented in their respective Certificates of Liability Insurance attached hereto and incorporated herein by reference as Exhibits A, B and C, to include cyber liability/data breach coverage.

These provisions apply to all delivery methods (e.g. General Contracting, Construction Management at Risk and Design-Build) except as noted herein.

A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

The Contractor shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Contractor; by any subcontractor; by any person employed by the Contractor or any subcontractor; or by anyone for whose acts the Contractor may be liable.

The Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City and UMD under this Contract. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. Required insurance policies shall be endorsed to provide sixty (60) days prior written notice by certified mail of any material change, cancellation or non-renewal to the City and UMD.

Updated certificates shall be furnished at least annually and upon renewal of policies. Certificates shall cite the contract number and project title and location. The City or UMD may, upon written request, demand full certified copies of the insurance policies required under this contract. The required coverage shall be maintained until final completion of the project as evidenced by final payment to the Contractor.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-VII" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Contractor shall indemnify and save harmless the City, UMD and the Indemnified Parties from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by

actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

A rider or riders to the Public Liability and/or Property Damage Insurance policy or policies is required to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's or UMD's immunities or any damage limits applicable to municipal and/or State government as provided by law.

The Contractor shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work.

The City's review, approval or both of any documents provided or service performed by the Contractor, its subcontractors or anyone for whom they may be responsible will not relieve the Contractor of its responsibilities under the Contract or under applicable law, and the Contractor specifically waives any right to assert a claim against the City because of the City's review, approval or both of any documents provided or services performed by the Contractor, its subcontractors or anyone for whom they may be responsible.

VI. INDEMNIFICATION.

The Contractor shall indemnify and save harmless the City, UMD and the Indemnified Parties from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

VII. CONTRACT DOCUMENTS.

This Contract and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

- City Hall Redevelopment", RFP CP-18-08, Environmental Engineer, and Contractor's bid and response documents

- Required affidavits and certifications

- Schedule of work developed by the parties and development team

- Exhibit A Contractor Certificates of Liability Insurance dated 10/25/17

- Exhibit B D.W. Kozera, Inc. Certificate of Liability Insurance dated 3/2/18

- Exhibit C Enviroprojects, LL Certificate of Liability Insurance dated 12/8/17.

The provisions of this Contract shall prevail over conflicting provisions of the remaining Contract Documents.

VIII. LICENSES, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of its work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within five business days after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events;

X. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination and after notice to proceed. Architect shall not be reimbursed for any claim of lost profits.

XI. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail or recognized overnight delivery service to the parties at the following addresses:

If to the City:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

With a copy to:

Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan
125 West Street
Annapolis, MD 21401

And

Redgate Real Estate Advisors, LLC
509 S. Exeter Street
Suite 306, Baltimore, MD 21202
Attn: Katie Hearn

If to the Contractor:

David M. Leety
Program Manager
Arc Environmental, LLC.
1311 Haubert Street
Baltimore, MD 21230

XII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XIII. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules, as if this Contract were made and to be performed entirely within the State of Maryland. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts in Prince George's County with respect to any dispute arising out of this Contract. A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or equity. A party shall not be deemed to waive any remedy available to it or any right under this Contract, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

XIV. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No answer or interpretation provided shall be considered binding unless provided in writing by the Project Manager. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

XV. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

XVI. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, and inure to the benefit of UMD. In any event, neither party may assign any right or obligation under this contract without the other party's express written consent which may be withheld in the party's sole discretion.

XVII. SEVERABILITY

If any term or provision of this Contract shall be held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be enforced to the fullest extent permitted by law.

XVIII. OTHER PAYMENTS; EXPENSES; TAXES.

The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Contract.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

XIX. ENTIRE AGREEMENT

This Contract, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Contract shall have any effect unless made in writing and signed by both parties hereto. If any provision of this Contract is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Contract; however, the parties shall amend this Contract to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

XX. NON-DISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, pregnancy, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

C. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors shall constitute a material breach of this Contract.

XXI. EQUAL BENEFITS.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of the contract.

XXII. SUBCONTRACTING.

The Contractor may not subcontract any work required under this Contract without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers, a description of the work to be subcontracted and the form of subcontract. The Contractor is not relieved of primary responsibility for full and complete performance of any work delegated to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

XXIII. CONFIDENTIALITY.

The City may disclose Contractor's information to the extent required by the Maryland Public Information Act or other applicable law. Contractor shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the Maryland Public Information Act or other process, the City receives a request for information that has been so marked by Contractor, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Contractor of the request. This Contract is not a confidential document.

The Contractor shall keep confidential all information provided by the City, or to which the Contractor has access as part of the provision of services under this Contract.

(Signatures continue on the following page.)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd
day of August, 2018.

WITNESS:

Janeen S. Miller
Janeen S. Miller, CMC, City Clerk

CITY OF COLLEGE PARK

By:

William F. Miller Asst. City Mgr
for
Scott Somers, City Manager

WITNESS:

Elysebeth G. Caputo

ARC ENVIRONMENTAL, llc

By:

David M. Lecky
Printed Name
David M. Lecky
Title: Director

Approved as to form and legal sufficiency

Suellen M. Ferguson
Suellen M. Ferguson
Attorney for the City of College Park

Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Barbara Britt 443-837-2078
Lindquist Insurance	PHONE (A/C, No, Ext): (443)837-3200 FAX (A/C, No): (410)280-9243
27 Old Solomons Island Road, 2nd Floor	E-MAIL ADDRESS: barbara@lindquistinsurance.com
Annapolis, Maryland 21401	INSURER(S) AFFORDING COVERAGE
	INSURER A Capitol Specialty Insurance Co NAIC # 10328
INSURED	INSURER B
ARC Environmental LLC	INSURER C
1311 Haubert St	INSURER D
Baltimore, Maryland 21230-5219	INSURER E
	INSURER F

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	EV20150639-03	10/23/2017	10/23/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Contractor's Pollution Liability Coverage	N	N	EV20150639-03	10/23/2017	10/23/2018	Each Incident \$2,000,000 Coverage Aggregate \$2,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Coverages:

Environmental Consultant's Professional Liability Coverage: Each Claim: \$2,000,000/Coverage Aggregate: \$2,000,000 Deductible: \$10,000 Each Claim
Transportation Pollution Liability Coverage: Each Pollution Incident: \$1,000,000/Coverage Aggregate: \$1,000,000 Deductible: \$15,000 Each Pollution incident.

Project: City Hall Redevelopment, RFP CP-18-08
see next page for add'l insured information.

CERTIFICATE HOLDER

CANCELLATION

City of College Park Attn: Mr. Scott Somers, City Manager 4500 Knox Road College Park, MD 20740	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Barbara D. Britt</i>
----------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Fax:

Email:

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ACORD 25 (2016/03)

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The City of College Park, The State of Maryland, the University System of Maryland, and the University of Maryland, College Park, and their respective officials, officers, directors, employees, contractors, and agents ("Indemnified Parties") are additional insureds as respects general liability. A waiver of subrogation applies to general liability. A 30 day notice of cancellation applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<ul style="list-style-type: none"> The City of College Park, The State of Maryland, the University System of Maryland, and the University of Maryland, College Park, and their respective officials, officers, directors, employees, contractors, and agents ("Indemnified Parties") 	City Hall Redevelopment, RFP CP-18-08
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of College Park, The State of Maryland, the University System of Maryland, and the University of Maryland, College Park, and their respective officials, officers, directors, employees, contractors, and agents ("Indemnified Parties")	City Hall Redevelopment, RFP CP-18-08
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization with whom the Named Insured enters into a written contract that requires that the Named Insured waive their right of recovery against the person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 01 074 11 13

CANCELLATION CLAUSE ENDORSEMENT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed that should the policy be canceled, we will mail

written notice to the person or organization specified below at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

Name of Person or Organization	Address(es)
Any person, organization or project with whom the named insured executes a written contract prior to the start of a project and is shown on a certificate of insurance issued by our authorized representative prior to the start of the project.	As required by written contract that is executed on or after the policy inception.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lindquist Insurance 27 Old Solomons Island Road, 2nd Floor Annapolis, MD 21401	CONTACT NAME: Barbara Britt 443-837-2078 PHONE (A/C, No, Ext): (443)837-3200 FAX (A/C, No): (410)280-9243 E-MAIL ADDRESS: barbara@lindquistinsurance.com
INSURED Arc Environmental, LLC 1311 Haubert St Baltimore, MD 21230-5219	INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	Q10-2330828	10/23/2017	10/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y Y	Q34-2370177	10/23/2017	10/23/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A Y	Q94-2300370	10/23/2017	10/23/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project : City Hall Redevelopment, RFP CP-18-08

The City of College Park, The State of Maryland, the University System of Maryland, and the University of Maryland, College Park, and their respective officials, officers, directors, employees, contractors, and agents (Indemnified Parties) are additionally insured as respects auto liability. Umbrella policy follows form. A waiver of subrogation applies to auto liability and workers compensation.

CERTIFICATE HOLDER

City of College Park Attn: Mr. Scott Somers, City Manager 4500 Knox Road College Park, MD 20740	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Barbara D. Britt</i>
----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Fax: Email:

ACORD 25 (2016/03)

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ADDITIONAL INSURED ENDORSEMENT

DEFINITIONS

"Additional Insured" means the person or organization shown on the "Declarations" as an "ADDITIONAL INSURED."

OUR PROMISE

Under Liability Protection, "we" will pay all sums the "Additional Insured" legally must pay as damages arising out of the acts or omissions of:

1. the "Named Insured" or any "relative;"
2. any employee or agent of the "Named Insured;" or
3. any other person, except the "Additional Insured" or any employee or agent of the "Additional Insured"

using an "auto we insure" with the "Named Insured's" permission.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom "we" make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to "us." That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or loss to impair them. "We" waive any right of recovery "we" may have against a person or organization identified as an "Additional Insured" in the "Declarations" because of payments "we" make for injury or damage arising out of the ownership, maintenance or use of a covered "auto" under a contract with that "Additional Insured."

SPECIAL CONDITIONS

1. If this policy is cancelled by "us," "we" will mail notice to the "Additional Insured" at least 30 days prior to the cancellation date. (*Maryland Exception:* "We" will mail notice at least 30 days in advance of the effective date of cancellation for non-payment of premium. If this policy is cancelled by "us" for any other reason, "we" will mail notice at least 45 days in advance of the effective date of cancellation.)
2. If this policy is cancelled by the "Named Insured," "we" will mail notice of cancellation to the "Additional Insured."
3. The "Additional Insured" will never be asked to pay a premium for this policy.
4. Protecting the "Additional Insured" under this policy shall not increase the limits of protection.

OTHER PROVISIONS

All other provisions of the policy apply.



ERIE INSURANCE GROUP

WORKERS COMPENSATION AND
EMPLOYERS LIABILITY
WC 00 03 13 (Ed. 1/86) UF-8641

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

The City of College Park, The State of Maryland, the University System of Maryland, and the University of Maryland, College Park and their respective officials, officers, directors, employees, contractors, and agents (Indemnified Parties).

(Please see the Miscellaneous Information Page for Schedule.)

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Exhibit B

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 9755 Patuxent Woods Drive Suite 200 Columbia, MD 21046		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: aecert@cbiz.com FAX (A/C, No):	
INSURED D. W. Kozera, Inc. 1408 Bare Hills Ave, Suite 200 Baltimore, MD 21209		INSURER(S) AFFORDING COVERAGE INSURER A : Valley Forge Insurance Co. INSURER B : Continental Casualty Company INSURER C : XL Specialty Insurance Co. INSURER D : INSURER E : INSURER F :	
		NAIC # 20508 20443 37885	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6024725758	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6024685617	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			6024726456	03/01/2018	03/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	6024725775	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9922282	03/01/2018	03/01/2019	\$2,000,000/claim \$2,000,000 aggregate \$50,000 deductible


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP-CP-18-08 City Hall Redevelopment, College Park

The City of College Park, The State of Maryland, the University System of Maryland, and the University of Maryland, College Park, and their respective officials, officers, directors, employees, contractors, and agents are additional insureds with respect to general liability and automobile liability. A waiver of subrogation applies in favor of the City of College Park and the University of Maryland, College Park. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Arc Environmental 1311 Haubert St Baltimore, MD 21230	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Thirty (30) day notice of cancellation, material change, non-renewal provided to the City of College Park and the University of Maryland, College Park.

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CNR Insurance Inc. 166 West Street Annapolis MD 21401		CONTACT NAME: Nancy Defina PHONE (A/C, No, Ext): (410) 897-9890 FAX (A/C, No): (410) 897-5957 E-MAIL ADDRESS: nancy@cnrinsurance.com	
INSURED Enviroprojects, LLC 93 Eastway Severna Park MD 21146		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company LTD INSURER B: Continental Cas Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11000	

COVERAGES**CERTIFICATE NUMBER:** 17-18 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	30SBAZI4965	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			30SBAZI4965	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			EEH288310889	09/01/2015	09/01/2018	per claim limit \$1,000,000 aggregate limit pol. year \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract number: RFP-CP-18-08

Project Title/Location: City Hall Redevelopment, College Park MD

The City of College Park, The State of Maryland, the University System of Maryland and the University of Maryland College Park and their respective officials, officers, directors, employees, contractors and agents are included as additional insureds with respects to General Liability including ongoing completed operations per forms SS4170 & SS4171, 30 day notice of cancellation applies, Waiver of subrogation applies with respects to form SS0008.

CERTIFICATE HOLDER**CANCELLATION**

Mr. Scott Somers City Manager City of College Park 4500 Knox Rd College Park MD 20740	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of College Park, The State of Maryland, the University of Maryland, the University System of Maryland and the University of Maryland College Park and their respective officials, officers, directors employees, contractors and agents.	Contract number RFP-CP-18-08 Project Title/Location: City Hall Redevelopment, College Park MD
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of College Park, The State of Maryland, the University of Maryland, the University System of Maryland and the University of Maryland College Park and their respective officials, officers, directors employees, contractors and agents.	Contract number RFP-CP-18-08 Project Title/Location: City Hall Redevelopment, College Park MD
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section C. – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Environmental Engineering Consulting Services Proposal RFP-CP-18-08

City Hall Redevelopment
The City of College Park

April 13, 2018

Prepared by:



1311 Haubert Street
Baltimore, MD 21230
p 410.659.9971



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1.0 Executive Summary

Arc Environmental is pleased to provide this response to the City of College Park (City) Request for Proposal (RFP) for environmental engineering consulting services (RFP-CP-18-08) and Addendum #1. We understand that the purpose of this procurement is to provide contractor services for a variety of environmental and geotechnical services during redevelopment of a downtown College Park city block. It is our understanding that the services required as part of this undertaking by the selected by the Contractor will include a preliminary foundation assessment, Phase I and Phase II Environmental Site Assessments (ESAs), a pre-demolition hazardous materials survey, a geotechnical subsurface assessment, a Maryland-National Capital Park and Planning Commission (M-NCPPC) environmental review, and design assistance and coordination, and meeting attendance with architectural and engineering team.

Environmental due diligence and hazardous materials assessment and remediation oversight are Arc Environmental's core service areas and we have been providing these services for over 25 years. On average, Arc Environmental performs over 50 Phase I ESA and 15 Phase II ESA per year serving a variety of clients at the federal, state, and local government levels, as well as local and national private industry clients.

Being a small business, Arc Environmental does not provide all the requested services in-house. As such, Arc Environmental has assembled a strong list of local subcontractors as teaming partners to supplement our capabilities and expertise. These services include the requested geotechnical and foundation services, and the Natural Resources Inventory and Forest Stand Delineation studies. For this contract, Arc Environmental intends to partner with D.W. Kozera to complete the foundation and geotechnical studies and with EnviroProjects, LLC to complete the Natural Resources Inventory and Forest Stand Delineation services.

As part of an awarded contract, Arc Environmental will complete a Phase I ESA of the entire designated key city block in accordance with the American Society of Testing and Materials (ASTM) Standard E-1527-13 and a pre-demolition hazardous materials (HazMat) survey of all Site buildings. Based on our findings, Arc Environmental may recommend completion of additional actions including, but not limited to, file reviews, geophysical surveys, and media sample collection and analysis (e.g. soil, groundwater and soil vapor sampling).

Concurrent with the Phase I ESA/HazMat Survey, Arc Environmental's teaming partner, EnviroProjects, LLC, will complete a Natural Resources Inventory and Forest Stand Delineation study that will include a specimen tree study along with a Prince Georges County tree survey of trees larger than 24 inches in diameter, preparation of Prince Georges County Natural Resources Inventory and Forest Stand Delineation checklists and a Type I Tree Conservation Standard Letter of Exemption. D.W. Kozera, Arc Environmental's other teaming partner, will complete a geotechnical study of the site and prepare a preliminary foundation engineering report. This report will identify the feasible foundation types for the buildings and identify potential geotechnical challenges that may impact construction. D.W. Kozera will also assist the Architect and Engineer(s) with conceptual development of foundation plans and cost estimates.



We recognize that the City of College Park has many choices when selecting a contractor for these requested engineering and environmental consulting services. Arc and our teaming partners bring over 25 years of proven experience and innovation providing environmental due diligence, geotechnical, and environmental planning services, as well as a unique understanding and holistic perspective to the contracts objectives, challenges, and solutions from our contracts with other public-sector agencies. We believe these differentiators in our experience and capabilities will provide the City of College Park with the best value solution for environmental due diligence and planning services prior to redevelopment of a key block in downtown College Park.

2.0 Qualifications

2.1 Specific Project Experience

To demonstrate our experience completing the environmental due diligence and planning services requested as part of this RFP, we are providing specific project examples related to projects of similar, size and scope.

2.1.1 Arc Environmental Project Summaries

Anne Arundel County Phase I Environmental Assessments

Mr. Thomas Burke
Chief, Right-of-Way Division
Anne Arundel County Department of Public Works
2662 Riva Road, 2nd Floor
Annapolis, Maryland 21401
tburke-DPW@aacounty.org
(410) 222-7325

"The work that [Arc Environmental] has produced for us meets and exceeds our expectations at a lower cost to the County than that of the competition." -Thomas Burke

Arc Environmental has completed Phase I Environmental Assessments on properties selected for acquisition by Anne Arundel County as part of watershed and open space preservation initiatives. Each Phase I Environmental Assessment is prepared in accordance with the ASTM E1527-13 Standard. Environmental issues identified at these properties have included prior agricultural land uses, solid waste dumping, proximity to rail road tracks, and old farm dumps and disposal areas.

To date these properties have totaled approximately 720 acres of vacant land located near Crownsville, Maryland. Land acquisition was based on these properties locations on or adjacent to portions of the Bacon Ridge Branch of the South River, tributaries of the Bacon Ridge Branch, and the Magothy River; all watersheds of the Chesapeake Bay. Anne Arundel County's long-term goal is to protect 6,000 acres of land, half of which is already publicly owned or under some kind of protection.

Additionally, Arc Environmental provides Phase I ESA services on easements being acquired by Anne Arundel County for infrastructure projects. Typically, the easements are less than one acre



in size and are located in growing populated areas where additional public utility infrastructure is needed. Since 2010, Arc Environmental has completed over 75 Phase I ESAs for Anne Arundel County

Montgomery County Environmental Assessment and Characterization Services

Ms. Christine Benjamin
Montgomery County Department of Economic
Development
111 Rockville Pike, Suite 800
Rockville, Maryland 20850
Tina.Benjamin@MontgomeryCountyMD.gov
(240) 777-2006

"I have nothing but exemplary remarks to make about Arc Environmental. They are extremely easy to work with and are responsive and timely. Their principals and associates are technically competent, yet able to describe their technical work in layman's terms." –Christine Benjamin

The Washington Suburban Sanitary Commission (WSSC) Former ComPro Facility (Site) is approximately 115 acres in size. The property was historically used as a sand and gravel quarry between 1950 and 1980. In the mid-1980s the property was developed by WSSC as a municipal waste composting facility that accepted sewage sludge from the Blue Plains Waste Water Treatment Plant for processing into compost and topsoil. WSSC closed the facility in 1999 due to odor complaints from the surrounding area.

In preparation for future re-development, Arc Environmental was retained by Montgomery County to provide environmental consulting services during re-development and guidance through the Maryland Department of the Environment (MDE) administered Voluntary Cleanup Program (VCP). As part of Montgomery County's participation in the VCP, Arc Environmental completed a Phase I ESA, which identified several Recognized Environmental Conditions (RECs) including: former underground storage tanks (USTs) and filling of quarried areas of the Site with rubble fill from unknown sources.

An application to the VCP was submitted to the MDE and included the appropriate application forms, the Phase I ESA, and a Phase II Sampling and Analysis (S&A) Plan for Site characterization.

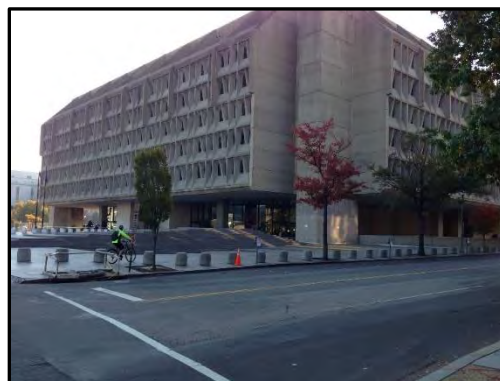
The Phase II ESA S&A Plan was following MDE approval and approximately 50 soil samples were collected from 30 soil borings installed across the Site. Four of the boreholes were converted to monitoring wells for collection of groundwater samples and depth to water measurements. Additionally, sediment and surface water samples were collected from the Site's two storm water ponds, and test pits were excavated to investigate several areas where rubble fill was historically placed to fill previous quarried areas.

Due to the size of the property, MDE concerns regarding the material used to fill the former quarry pits, and information discovered during completion of the Phase II ESA, MDE requested completion of further Site characterization. Additional characterization efforts consisted of the installation of additional monitoring wells and temporary groundwater sampling points, test pits, and approximately 300 shallow soil borings.

The cumulative result of the Phase II investigations identified the presence of two arsenic “hot spots” and one area of residual petroleum contamination. Given the relatively small scale of these areas of contamination, MDE approved Arc Environmental’s request to complete an Interim Removal Action (IRM) consisting of limited soil removal and confirmatory sample collection and analysis. After successful implementation of the IRM, MDE issued a No Further Requirements Determination (NFRD).

General Services Administration Phase I Environmental Site Assessments

Ms. Kelly Holland
GSA Industrial Hygienist
Facilities Management & Services Program Division
301 7th Street, S.W., Room 2080
Washington, DC 20407
kelly.holland@gsa.gov
(202) 708-5255



Arc Environmental was contracted by the General Services Administration (GSA) to complete Phase I ESAs of various federally owned properties in Maryland, the District of Columbia, and Virginia. The Phase I ESAs were completed to evaluate site conditions at buildings maintained and leased by outside tenants.

The Phase I ESAs completed at each property were prepared in accordance with the ASTM Standard E1527-13. The Phase I ESA process included completion of a visual site inspection of building interiors, exterior improvements and areas of potential environmental concern; preparation of a detailed site plan depicting site improvements, locations of environmental issues, and surrounding property uses; interviews with knowledgeable persons; and an assessment of potential environmental impacts from above or underground storage tanks, illegal dumping or historical disposal practices, hazardous substances, and polychlorinated biphenyls. Additionally, research regarding the historical uses of each property was completed by referencing historical building permits, aerial photographs, topographic maps, Sanborn Fire Insurance Maps, and historic city directories. A review of environmental database listings was also completed to identify current and historical environmental issues related to the site and surrounding area.

2.1.2 D.W. Kozera Project Summaries

Comprehensive Design Services, Under Armour Global Campus, Baltimore, Maryland

Mr. Scott Gassen, Senior Manager
1020 Hull Street
Baltimore, Maryland 21230
sgassen@underarmour.com

D.W. Kozera, Inc. performed the geotechnical design services for the first phase (still under design) of the Global Campus for Under Armour, planned as part of the multi-billion dollar redevelopment of Baltimore's Port Covington. The initial building studied include a 12 story parking garage and a 6 story technology center having a combined footprint of 400,000 square feet. Foundation designs consist of 18 to 24 inch diameter Auger Pressure Grouted piles to be installed to depths of up to 90 feet. This project site is under the Maryland Voluntary Cleanup Program (VCP) and as such handling and reuse of excavated soils are subject to the requirements of the VCP Agreement.

2.1.3 EnviroProjects, LLC Project Summaries

Cecil County DPW, Port Deposit Wastewater Treatment Plant Relocation

In support of Hazen & Sawyer professional engineers, EnviroProjects conducted environmental field studies for the proposed new site of the Port Deposit Wastewater Treatment Plant (PD WWTP) at the Former Bainbridge Naval Training Center in 2017. EnviroProjects conducted Waters of the US Delineation and Forest Stand Delineation, and Forest Conservation Planning services for the 13- acre site.

Kimley Horn and Associates, Inc., Aldi Crofton, Forest Conservation Delineations and Planning

In 2017, EnviroProjects conducted Forest Conservation Act compliant Forest Stand Delineation (FSD) and Forest Conservation Plan (FCP) for a private commercial development in Anne Arundel County. Services included FSD fieldwork, Specimen Tree study, Natural Resources Inventory (NRI) report, FSD datasheets, Forest Stand Summary and forest stand narratives. EnviroProjects supported Kimley Horn's development of the Forest Conservation Plan (FCP) Worksheet calculating the breakeven point and afforestation/reforestation burden, and the FCP Plan Sheet.

Kimley-Horn and Associates, Inc., Solar Power Facility Forest Conservation Support, Aberdeen Proving Ground (APG)

In 2016, EnviroProjects performed Forest Stand Delineation (FSD) studies at two sites (42-acres) at APG. EnviroProjects supported preparation of the FSD Plan and prepared the Forest Stand Delineation/Natural Resources Inventory report for each site. EnviroProjects utilized Global



Positioning System (GPS) survey equipment to locate environmental flagging, transferring data in .dxf file format. FSD studies included field sampling, stand identification and flagging of all Specimen Trees.

2.2 Similar Project Experience in Prince Georges County

2.2.1 Arc Environmental Project Summaries-Prince Georges County

Stone Industrial Property, 9207 51st Avenue, College Park, Maryland Phase I ESA

Ms. Terry Schum
City of College Park
Department of Planning, Community and Economic Development
4500 Knox Road
College Park, Maryland 20740
tschum@collegeparkmd.gov
(240) 487-3538

Arc Environmental was contracted by the City of College Park to complete a Phase I ESA of a now-vacant industrial property in College Park, Maryland in May 2017. The Phase I ESA was completed as part of a pending real estate transaction.

The Phase I ESA was prepared in accordance with the ASTM Standard E1527-13. The Phase I ESA process included completion of a visual site inspection of building interiors, exterior improvements and areas of potential environmental concern; preparation of a detailed site plan depicting site improvements, locations of environmental issues, and surrounding property uses; interviews with knowledgeable persons; and an assessment of potential environmental impacts from above or underground storage tanks, illegal dumping or historical disposal practices, hazardous substances, and polychlorinated biphenyls. Additionally, research regarding the historical uses of each property was completed by referencing historical building permits, aerial photographs, topographic maps, Sanborn Fire Insurance Maps, and historic city directories. A review of environmental database listings was also completed to identify current and historical environmental issues related to the site and surrounding area.

Publick Playhouse, 5445 Landover Road, Cheverly, Maryland, Phase II ESA

Mr. Marwan Mustafa
Capitol Development Design, Inc.
4600 Powder Mill Road, Suite 200
Beltsville, Maryland 20705
mustafa@cddi.net
(301) 937-3501



Arc Environmental completed a pre-excavation in-situ soil delineation for infrastructure improvements on the Publick Playhouse property in June 2017. The purpose of this assessment was to delineate petroleum soil impacts identified during a geotechnical investigation prior to beginning excavation activities, to quantify soil disposal volumes, determine the depth of excavation without contacting impacted soils, and to gain disposal facility acceptance prior to breaking ground. Additionally, in the event dewatering will be needed during excavation activities, groundwater quality data was gathered to determine how to manage and/or treat the encountered and discharged water.

Field activities conducted for this investigation included the installation of six soil borings at the Site, five of which were converted to temporary groundwater monitoring wells, field screening of recovered soils and collection and laboratory analysis of one composite soil sample for profiling purposes and collection and analysis groundwater samples for total petroleum hydrocarbon gasoline and diesel range (TPH-GRO/DRO) and volatile organic compounds plus fuel oxygenates (VOCs).

Field screening identified the presence of impacted soils above the groundwater table and within the area of proposed excavation. Laboratory analysis of the collected groundwater samples identified petroleum impacts similar to gasoline in groundwater and at concentrations exceeding MDE cleanup criteria.

2.2.2 D.W. Kozera Project Summaries-Prince Georges County

Domain at College Park, Campus Drive, University of Maryland – College Park

D.W. Kozera (DWK) is currently engaged as the Design-BUILDER, Geotechnical Engineer of Record, for the construction of two new residence halls and a dining facility at the University of Maryland - College Park. The Design Build team includes Holder Construction, Ayers Saint Gross Architects and Site Resources Civil Engineers. DWK was selected for this project based on the firm's extensive experience performing contractor support services as well as owner directed design for the University. DWK has a comprehensive understanding of the geologic and geotechnical conditions in college and therefore can develop appropriate foundation and construction solutions. This current project will include the construction of two, six story, residence halls and a one to two story dining facility. To accelerate the project schedule without interrupting normal campus activities, DWK executed a preliminary geotechnical investigation during the



University's 2018 Spring break. By gathering geotechnical information at an early stage, the Design-Build team can identify each building's foundation type and then develop and implement a final subsurface investigation that is specifically tailored to the final layout and structural design of the buildings. This approach allows the delivery of an on-time design while economizing subsurface investigation costs and ultimately optimizing the foundation designs.

Domain at College Park, Campus Drive, University of Maryland – College Park

Ms. Kristin Gates, P.E.
The Hanover Company
5847 San Felipe
Houston, TX
(kgates@hanoverco.com)

This project consisted of a 4 story residential building above a two level parking garage and retail space. The foundation system consisted of spread footings supported on aggregate pier ground improvement. The project was substantially completed in 2013 and the foundation have performed satisfactorily.

D.W. Kozera, Inc at the University of Maryland College Park

Our expertise in both High and Low Strain Dynamic Testing has been utilized to assess foundation installation on the College Park Campus. A partial list of projects where these services have been provided are as follows:

- Performing Arts Center Parking Structure
- Prince Frederick Hall
- Edward St. John Learning and Teaching Center
- Bio Science Research Building
- University Varsity Housing
- Cole Field House Performance and Innovation Center

2.2.3 EnviroProjects, LLV Project Summaries-Prince Georges County

Kimley-Horn and Associates, Inc., Aldi District Heights, Forest Conservation

In 2018, EnviroProjects conducted Forest Conservation Act compliant Forest Stand Delineation (FSD) studies and Tree Conservation Plan (TCP) plans for a private commercial development in Prince Georges County. Services were conducted in compliance with the Maryland National Capital Park and Planning Commission (MNCPPC) Woodland Conservation Ordinance standards and included FSD fieldwork, Specimen Tree study, Natural Resources Inventory (NRI) reporting, FSD datasheets, Forest Stand Summary, and forest stand narratives. EnviroProjects also led Waters of the US (WOUS) Presence/Absence verification studies. EnviroProjects supported Kimley Horn's development of the Forest Conservation Plan (FCP) Worksheet calculating the breakeven point and afforestation/reforestation burden and the TCP Plan Sheet.



Private Commercial Developer, 400 Milky Way, Forest Conservation and Waters of the US Delineation

EnviroProjects conducted Forest Conservation Act compliant FSD studies, TCP plans, and WOUS Delineation studies for a private commercial development in Prince Georges County in 2017. WOUS studies delineated wetlands and a riverine stream on the partially forested property. Services were conducted in compliance with the MNCPPC Woodland Conservation Ordinance standards and included FSD fieldwork, Specimen Tree study, NRI reporting, FSD datasheets, Forest Stand Summary, and forest stand narratives. EnviroProjects supported Landesign's development of the Forest Conservation Plan (FCP) Worksheet calculating the breakeven point and afforestation/reforestation burden and the TCP Plan Sheet.

3.0 Proposed Project Team

The essence of Arc Environmental's approach to effective project management is our experience and our staff. Accordingly, we are proposing a project team with all of the necessary training, certifications, resources, and authority to succeed on all levels of client support and project delivery. Also, key to effective program management is clear and open lines of communication with our clients and our Team. Proactive communication with the City of College Park Project Manager will facilitate timely resolution of issues and concerns resulting in project and schedule savings. Arc Environmental will provide the City of College Park with a professional, efficient environmental engineering consulting services Team with all required and appropriate certifications.

As the prime contractor, Arc Environmental has the management systems and controls in place to effectively manage team resources. Arc will retain all program/project management, Health and Safety (H&S), Quality Control (QC) responsibilities, and will self-perform the environmental due diligence (Phase I and II ESAs and HazMat Survey) component of this contract. Subconsultant Team members include D.W. Kozera, who will complete the preliminary foundation and subsurface geotechnical studies, and EnviroProjects, LLC, who will complete the Natural Resources Inventory and Forest Stand Delineation services.

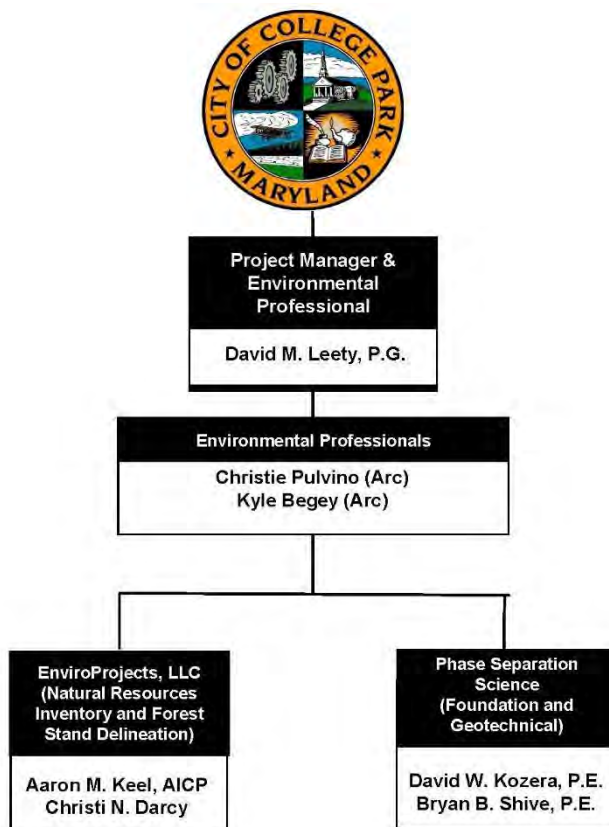
Our proposed Project Manager for this contract is Mr. David M. Leety, P.G. Mr. Leety has over 25 years of Phase I and Phase II environmental assessment experience related to property transactions. He is a Professional Geologist registered in the Commonwealth of Virginia, an Environmental Professional as defined by the American Society for Testing and Materials (ASTM) E1527-13, and currently serves as Arc Environmental's Director of Environmental Assessment and Remediation. Mr. Leety will act as the primary point of contact for the City of College Park. He will be responsible for all work performed under the contract. Mr. Leety has served as Program Manager for many Federal, State, and local government contracts.

Our proposed Environmental Professionals for this contract are Ms. Christie Pulvino and Mr. Kyle Begey. Ms. Pulvino has over 20 years of environmental consulting experience, including managing and performing environmental site assessment services for clients such as Anne Arundel and Montgomery Counties, MD, and the Housing Authority of Baltimore City (HABC).

Mr. Begey is an Environmental Scientist at Arc Environmental with eight years of experience and has been performing Phase I and Phase II ESAs for that entire time.

Our subcontracted Team members will complete the foundation and geotechnical studies and Natural Resources Inventory and Forest Stand Delineation services performed under this contract. D.W. Kozera personnel assigned to this contract are David W. Kozera, P.E., Principal Engineer, and Bryan B. Shive, P.E., Geotechnical Project Manager. Mr. Kozera's experience brings more than 35 years of diverse engineering capabilities to this project. Mr. Shive is a professional engineer with more than 9 years of geotechnical and foundation design experience. EnviroProjects, LLC personnel assigned to this contract are Mr. Aaron M. Keel, AICP and Ms. Christi N. Darcy.

An Organizational Chart is provided as Figure 1 and resume's for key personnel are provided below.



3.1 Arc Environmental Team Members

David M. Leety, P.G., Program Manager

Mr. Leety has twenty-five years of experience in the environmental consulting industry, holds a B.A in Geology from Lehigh University, and is a Registered Professional Geologist in Virginia



(No. 1891). He joined Arc Environmental in 2005 to serve as the Division Manager for the Environmental Assessment and Remediation services group. He has extensive experience managing EDD and remedial actions at properties in the mid-Atlantic region. His experience includes: Phase I and Phase II ESAs; preparation of grant proposals; negotiation and collaboration with state regulators, community and stakeholder groups, and local government officials; Sampling and Analysis Plan (SAP) preparation; soil, sediment, soil gas, groundwater, and indoor air sampling; overburden groundwater monitoring well installation; geophysical investigations; asbestos and lead-based paint surveys; fate and transport analysis; Underground Storage Tank (UST) removal; hazardous material removal; human health and toxicological risk assessments; Response Action Plans (RAPs); and remediation.

Throughout his career, David has performed hundreds of Phase I and II ESAs at industrial, commercial, and residential sites for a variety of clients, including community development/economic organizations, professional developers, non-profit housing organizations, law firms, fiduciaries, government agencies, and private companies.

Christie Pulvino, Project Manager

Ms. Pulvino has twenty years of experience in the environmental field and holds a B.S. in Environmental Science with a minor in Chemistry, Biology and Physical Science from Wesley College. She joined Arc Environmental in 2004 and currently serves as a Senior Project Manager for the Environmental Assessment and Remediation services group. Her experience includes: Phase I and Phase II ESAs; SAP preparation; soil, sediment, soil vapor, groundwater and indoor air sample collection; geophysical investigations; fate and transport analysis; UST removals; hazardous material removals; human health and toxicological risk assessments; preparation of Corrective Action and Response Action Plans; and oversight and direction of remedial activities to mitigate soil, soil vapor, and groundwater impacts.

Throughout her career, Ms. Pulvino has conducted hundreds of Phase I ESAs of residential, commercial and industrial properties throughout the continental United States. Christie has experience completing all components of Phase I ESAs including conducting the site reconnaissance, researching historical records and environmental databases, completing interviews with knowledgeable personnel and report preparation. Christie has prepared Phase I ESAs using the following standards and guidelines: ASTM Standard E1527-13, Housing and Urban Development (HUD) Multifamily Accelerated Processing (MAP), Fannie Mae Delegated Underwriting and Servicing (DUS) and Freddie Mac. Christie meets the requirements of an Environmental Professional as defined in ASTM E1527-13 and is responsible for creating report templates and providing oversight and review of Phase I ESAs.

Stacy Kahatapitiya, CHMM

Ms. Kahatapitiya has 16 years of progressively challenging experience in the environmental industry. She holds a B.A. in Environmental Studies from the University of North Carolina Wilmington and a M.S. in Environmental Planning and Management from The Johns Hopkins University. She joined Arc Environmental in 2011 to manage the Industrial Hygiene Services



Group. Ms. Kahatapitiya is a Certified Hazardous Materials Manager (CHMM), as well as an EPA-certified asbestos supervisor, management planner, inspector, and designer. She has supported numerous Federal, state, commercial, and private clients requiring industrial hygiene, health and safety, and decommissioning services. Ms. Kahatapitiya has extensive experience performing industrial hygiene, Phase I and II environmental site assessments, and providing support for A&E renovation, demolition, and modernization projects. She has performed and managed hazardous materials investigations and developed abatement designs as part of comprehensive A/E contracts for clients such as the University of Maryland, Baltimore City Community College, George Mason University, Howard University, Baltimore County Community College, U.S. Department of Veterans Affairs, U.S. Treasury, General Services Administration (GSA), Naval Facilities Engineering Command (NAVFAC), National Institutes of Health (NIH), U.S. Army Corps of Engineers (USACE), and numerous other commercial, county, and Federal clients. Project Highlights include having served as the Site Manager for a multi-million dollar EPA asbestos-contaminated Superfund site; Program Manager for the ongoing decommissioning efforts of clinical, research, and biomedical areas at Walter Reed Army Medical Center; conducting hazardous materials investigations for 36 buildings at St. Elizabeth's campus and developing SOPs to comply with historic building requirements; and designing and performing a Phase II investigation for a Federal facility housing former printing and photographic departments contaminated with heavy metals and solvents.

3.2 D.W. Kozera Team Members

Project Manager – Bryan Shive, P.E.

Mr. Shive has broad geotechnical engineering experience through a variety of professional positions. Having worked for engineering firms and a specialty geotechnical contractor, he offers a unique perspective and understanding of the industry. Bryan's experience includes subsurface investigations, foundation analysis and design, geotechnical construction project management and dynamic foundation testing. His dynamic testing experience includes land and marine projects in the Mid-Atlantic and Northeast, as well as offshore oil platform installations in the Arabian Gulf. Mr. Shive co-leads the Maryland Chapter of the ASCE Geo-Institute and has presented at PDCA and DFI events and for local universities and engineering firms.

Principal In-Charge – David W. Kozera, P.E.

Mr. Kozera's extensive geotechnical engineering experience, specifically in the practice of subsurface exploration, analysis and design of foundations, qualifies him as an industry expert. Dave has over 35 years of engineering practice in the Mid- Atlantic region, having been project engineer/principal in-charge on over 3,500 geotechnical engineering projects.



3.3 Enviro Projects LLC Team Members

Mr. Aaron Keel, AICP

Mr. Keel, Principal of EnviroProjects, is an Environmental Planner/Scientist offering over 25 years of professional experience providing technical expertise in a diverse array of planning, ecological study, and regulatory permitting and environmental compliance issues for private development and public infrastructure projects throughout the Mid-Atlantic region. Mr. Keel is expert in wetland delineation, Maryland Forest Conservation plans and forest stand studies, State/Federal Environmental wetland and stream permitting and mitigation services. As a former State of Maryland Permitting Project Manager for the Department of the Environment and the Department of Natural Resources, Mr. Keel has an insider's familiarity with the state and federal permitting and regulatory process. His familiarity with State and Federal regulations and permit decision-makers in Maryland, Delaware and Virginia enable him to smoothly and efficiently navigate the permit approval process.

Ms. Christi N. Darcy

Ms. Darcy is an environmental scientist and wetlands ecologist with over 17 years of experience. She has training in completing wetlands delineations and identifying hydric soils. She has a Bachelor of Science degree from the University of Maryland in environmental science and completed post-graduate course work at Johns Hopkins University in environmental science and policy.

3.4 Project Team Availability

The Arc Team including our subcontractors are prepared to begin work immediately upon contract award. There are no significant projects for the Arc Team and our subcontractors that will interfere with completing the project in an expeditious manner. Further, while changes to the project team is not anticipated at this time, it is understood that any changes to key personnel require approval in advance by the City of College Park, the University of Maryland, and the Project Manager.

4.0 Project Approach

Below we provide a detailed Project Execution Plan describing the plan for delivery of the required services, addressing the approach to the work, required tasks, and typical analysis/report preparation sequence. We believe our experience, proven management approach, quality control systems will translate to an effective strategy for controlling cost and completing the reports on schedule.

4.1 Phase I ESA

The goal of an ASTM Standard E1527-13 Phase I ESA is to identify recognized environmental conditions (RECs). RECs are defined as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the



environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

The Phase I ESA will be completed by a person meeting the definition of an environmental professional under ASTM Standard E1527-13. The following is a description of how we will perform the Phase I ESA Scope of Work. A Phase I ESA can be subdivided into four general tasks: (1) property owner contact and access, (2) historical research, (3) field investigation, and (4) report preparation.

Property Owner Contact and Arrange Access: Arc Environmental will coordinate with the City of College Park to arrange for access to the property to complete the site inspection and arrange to interview key personnel including the property owner, the property manager, and property tenants.

Property Historical Research: Historical research includes obtaining and reviewing historical aerial photographs, Sanborn Fire Insurance Maps, topographic maps, and city directories; completion of the environmental database review and environmental lien search; environmental agency records review and interviews; and an analysis of hydrogeology, soils, and geology of the property.

Local Environmental Oversight Agency Interviews: Arc Environmental will contact representatives of agencies which have environmental oversight of the subject property, including, at a minimum, the Maryland Department of the Environment (MDE) and the local fire, health, building, and zoning departments. These interviews are used to obtain information which may indicate a REC at a property or to obtain additional information about a known REC at a property.

Analysis of Local Hydrogeologic Conditions: Arc Environmental will perform an analysis of local hydrogeologic conditions through a review of available geologic maps and reports, water resources publications, topographic maps, and soil survey publications. Like the topographic map review, the hydrogeologic conditions of an area help us to determine if adjacent or nearby properties may impact the subject property.

Government Environmental Database Review: The purpose of the database review is to obtain and evaluate records that will help identify RECs in connection with the property. The ASTM E1527-13 Standard recommends certain environmental databases to be reviewed and the minimum search distances from the property. The Minimum Search Distance includes the property that is the subject of the assessment in addition to the distance listed.

Determine the Presence of Recorded Environmental Liens: If requested by the City, Arc Environmental will research the deeds of the 25 parcels that are part of the subject property to determine if environmental liens have been recorded. Environmental liens are encumbrances on the title to a property to secure payment of a cost arising out of a response action, cleanup, or remediation of contaminants on a property. If an environmental lien is present on the deed to a property it indicates contaminants were and may be present on the property and is considered a



REC. Because this project is largely owned by the City of College Park and the University of Maryland it is unlikely there are any unknown liens on the site properties, as such performing the environmental lien search is likely not necessary.

Field Investigation: The field investigation section consists of the on-site inspection of the property and surrounding area; preparing a detailed site sketch; collecting photographs of the property, adjoining properties and the surrounding area, and RECs; and performing interviews with owners, occupants, managers, and neighbors. The field investigation is typically scheduled after the historical research has been started, especially the environmental database review, so that field personnel will know if there have been reported environmental issues prior to arriving at the property and can look specifically for those issues.

A Detailed Site Plan: During the property inspection Arc Environmental will prepare a detailed site sketch. The site sketch will include the entire subject property and adjoining properties and will detail the site's boundaries, improvements, site and adjacent property usage, and will identify the locations of RECs.

Conclusions Regarding Potential Environmental Liabilities using Risk-Based Analysis: The Phase I ESA will include a section detailing Arc Environmental's conclusions regarding RECs and potential environmental liabilities identified during the assessment. Arc Environmental will evaluate RECs and potential environmental liabilities with respect to potential risk to current and future occupants, tenants, and other users of the property based on the current property use and/or MWAA's planned future use for the property.

Recommendations: Arc Environmental will provide recommendations to address the identified RECs and potential environmental liabilities with the goal of supporting the decision-making process regarding the environmental status of the different properties.

4.2 Phase II Environmental Site Assessment

The purpose of ASTM Standard E1903-11 Phase II ESA is to provide practical procedural guidance for the continuation of an assessment conducted in accordance with the most recent edition of ASTM E1527 with the objective of evaluating the RECs identified in the Phase I ESA. The scope of each Phase II ESA is Site-specific and context-specific meaning that each Phase II ESA will differ based on the objectives for a particular investigation.

It is important for the City of College Park to note that although pricing for a generic Phase II ESA scenario is included in the Price Proposal, the final Phase II ESA Scope of Work may need to change based on the results of the Phase I ESA. In this case, Arc Environmental will prepare a site-specific cost proposal/change order for the City of College Park review and approval prior to conducting any investigation. Additionally, it is important to note that completion of a Phase II ESA may not answer all the questions about the property and may even raise new questions; Arc Environmental may, after discussions with the City of College Park, recommend additional investigation (a second Phase II ESA) in these cases.



4.2.1 Phase II Environmental Site Assessment – Generic Scope of Work

As stated above a Phase II ESA is typically conducted to further investigate the RECs identified during a Phase I ESA. Because we do not yet have a Phase I ESA and per Addendum 1 of the RFP, we are providing the following Phase II ESA generic scope of work.

Marking of Buried Utilities: This is a two-step process for Arc Environmental. At least 3-days prior to mobilizing to the Site, Miss Utility will be contacted to mark buried utilities in the public right-of-way (Miss Utility does not mark utilities on private property). Additionally, Arc Environmental contracts with a private utility marking company to mark the buried utilities on the Site as our Phase II ESAs are typically conducted on private property.

Soil Sampling: Based on preliminary research into the Site's history, we do not anticipate needing an extensive Phase II ESA (an maybe no Phase II ESA). As such, we will advance up to eight (8) soil borings at the Site utilizing a direct push drill rig (this is the number of borings that can typically be completed in an 8-hour workday). The soil borings will be installed by hydraulically driving a five-foot-long, stainless-steel barrel sampler (two-inch interior diameter) lined with a dedicated plastic liner for each five-foot interval to groundwater, twenty feet below grade, or refusal, whichever is shallower. Soils recovered from the borings will be classified and field screened for total volatile organic compounds (VOCs) at one-foot intervals using a photo-ionization detector (PID). It should be noted that for cost savings purposes Arc Environmental will attempt to collect the environmental samples from the geotechnical borings/test pits and forego the separate mobilization of a direct push drill rig.

Up to five (5) soil samples will be collected as part of this investigation. Samples will be collected from the interval of the soil column exhibiting the greatest physical evidence of a release incident (e.g. elevated PID readings, soil staining, unusual odors, etc.). In the absence of evidence indicating a release incident soil samples will be collected from the base of the soil boring if groundwater is not encountered or, if groundwater is encountered, from the interval just above groundwater.

All samples will be placed in clean laboratory supplied containers and submitted to a National Environmental Laboratory Accreditation Program (NELAP) certified laboratory for analysis of total petroleum hydrocarbon gasoline and diesel range organics (TPH-GRO/DRO) by United States Environmental Protection (USEPA) Method 8015, priority pollutant list (PPL) metals by USEPA Method 6020, and VOCs by USEPA Method 8260.

Following sample collection, the soil borings will be backfilled using the soil cuttings and the surface repaired with like materials (e.g. asphalt patch if the boring is completed in an asphalted area).

Groundwater Sample Collection and Analysis: If groundwater is encountered during installation of the soil borings, two soil borings will be completed as temporary monitoring wells for gauging purposes and groundwater sample collection and analysis. The temporary wells will consist of a



length of one-inch diameter slotted PVC well screen inserted within open boreholes and extended to at least surface grade.

Prior to sample collection, the temporary wells will be gauged using an interface probe to determine the depth to groundwater and for the presence or absence of liquid phase hydrocarbon (LPH). In the absence of LPH, a groundwater sample will be collected from the temporary wells for laboratory analysis; if LPH is present, a groundwater sample(s) will not be collected and the Client will be immediately notified. If encountered, two groundwater samples will be collected.

The grab groundwater samples will be collected from the temporary wells utilizing a dedicated disposable polyethylene bailer or a peristaltic pump equipped with dedicated polyethylene tubing and placed in clean, laboratory supplied containers. The groundwater samples will be submitted for analysis of VOCs by USEPA Method 8260 and TPH-DRO/GRO by USEPA Method 8015.

Following sample collection, the temporary wells will be removed and backfilled using the soil cuttings and the surface repaired with like materials.

Reporting: Upon receipt of the analytical data Arc Environmental will compare the results to the appropriate MDE cleanup standard to determine if contamination is present at the property at concentrations exceeding the cleanup standard. At the conclusion of the Phase II ESA a report will be prepared for submittal to the City of College Park. The report will contain the objectives; details of the investigation performed, observations made, and data obtained; findings; interpretations; conclusions; and any recommendations of the Phase II ESA.

4.3 Hazardous Materials Survey

Arc Environmental will conduct a pre-alteration survey for all Site structures to assess suspect asbestos-containing building materials in accordance with the methodologies specified herein. Arc will conduct an inspection and quantification of suspect asbestos-containing materials at the Site. The survey shall be performed by a United States Environmental Protection Agency (EPA)-trained and Maryland Department of the Environment (MDE)-accredited Asbestos Inspector. All accessible suspect friable and non-friable Asbestos-containing Materials (ACMs) will be sampled in accordance with EPA recommended protocols. For buildings slated for demolition, destructive survey methods will be employed as permitted by the property owner. A fully destructive survey is required for raze permits. The bulk samples will be analyzed using polarized light microscopy (PLM) methods (EPA 600/R-93/116). Sample results, quantities, sample locations, and recommendations will be documented in the deliverable. All asbestos samples will be submitted to an independent, third party laboratory actively participating in the National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos content in bulk materials.

A visual inspection of equipment and devices which may contain PCBs, mercury, and/or other regulated wastes such as refrigerants, batteries, low level radiologicals, etc., will be inventoried during the survey. Arc Environmental will note suspect ballasts and electrical system components which may contain these Universal Wastes. Mercury vapor sampling will not be included as part



of this survey; additionally, bulk sampling of suspected PCB-containing caulks and/or mastics are not included in this proposal.

4.4 Preliminary Foundation Engineering Report

The project scope of work will include a geotechnical study by Arc's teaming partner, D.W. Kozera, and submittal of a preliminary foundation engineering report. This work will encompass the following scope items:

1. A subsurface investigation program consisting of 4 test borings to depths of 50 feet each in the project study area. Assuming all rights of entry, all borings for this preliminary study can be located on the UMD and College Park properties. We will backfill the borings with drill spoils at the completion of drilling or after taking 24-HR groundwater measurements within the open boreholes. Any excess drill spoils will be removed from the site. The field delineation of underground utilities by a private company may be necessary prior to mobilization, and these services are not included in our scope. D.W. Kozera, Inc. will call Miss utility and obtain a ticket.
2. Field layout of the test borings locations, based on suitable site drawings to be provided to us.
3. Preparation of a Preliminary Foundation Engineering Report including:
 - a. Review of our test procedures and the results of all testing conducted.
 - b. Description of site geologic and groundwater conditions.
 - c. Presentation of subsurface soil stratigraphy with pertinent available physical properties.
 - d. Foundation recommendations for shallow building footings.
 - e. Evaluation of ground improvement options and/or deep foundation alternatives, if applicable.
 - f. Assessment of potential design and construction issues as they relate to subsurface conditions at the site.
4. Design assistance and coordination with Architect and Engineer to develop appropriate foundation alternatives once structural design data is available.
5. Participation in two conference calls with the design team.
6. Attendance of two design team meetings in College Park, MD.

4.5 Environmental Planning Studies

The Maryland-National Capital Park and Planning Commission (M-NCPPC) environmental review will consist of the following components:

Natural Resources Inventory (NRI)/Forest Stand Delineation (FSD) Study: EnviroProjects will conduct Forest Stand Delineation services, mapping of significant trees and data points relevant to the FSD effort, to produce a Prince Georges County, Woodland Ordinance compliant Natural Resources Inventory (NRI) report. Services include the following:

Forest Stand Delineation (FSD) fieldwork will be performed in accordance with the criteria set forth in the Maryland Forest Conservation Act and Prince Georges County, Woodland Conservation Ordinance standards for the Site. This will include field sampling, stand identification and flagging of all Specimen Trees (± 30 " dbh), and locations of all trees 24" dbh and greater, within the study area.

Specimen Trees Study: Specimen trees (± 30 " dbh) within the study area will be identified, measured, and marked with numbered aluminum tags, and mapped. We will provide a Significant Tree Table of the Labels, Sizes, Species and conditions on noted large Specimen Trees, and locations of large trees per acre meeting MNCPPC standards for "Individual Trees" between 24"-29.9".

Priority Management Areas (PMA) Mapping: We will work with design engineers to define per MNCPPC standard the extents of on-site Priority Management Areas.

Inter-agency Coordination: We will coordinate with DNR, MDE & MHT to identify any records of rare or protected species and archeological or historic issues that may significantly affect the range of alternatives at the study sites.

NRI Report and Simplified Forest Stand Delineation (FSD) Plans: The Forest Stand Delineation effort also includes preparation of a Natural Resources Inventory (NRI)/Forest Stand Delineation (FSD) narrative report, and Simplified Forest Stand Delineation Plan. The NRI/FSD report will include narrative descriptions of the forest stands, data sheets, and photographs of the forest stands. The FSD Plan maps depict existing site conditions and facilitate interpretation of the on-site data. This will include forest stand differentiation and the locations, sizes, and condition of specimen trees.

MNCPPC Tree Conservation Letter of Exemption: This task includes preparation of the Prince Georges County MNCPPC Letter of exemption Application Form and packaging of the FSD/NRI Plan, Application and fee payment for submittal to MNCPPC.



4.6 Tentative Schedule

Based on our experience with similar projects we have compiled a tentative timeline for performance of the requested services.

<u>Task</u>	<u>Time from NTP</u>
Phase I ESA, HazMat Survey, and Environmental Review Including NRI and Letter of Exemption	4 Weeks
Geotechnical Subsurface Investigation and Preliminary Foundation Engineering Report	6 weeks
Phase II ESA	7 Weeks
Design Assistance, Meeting Attendance	TBD

5.0 General Conditions and Fees

Arc Environmental proposes the following fixed fees for the requested services:

- a. Phase I ESA.....\$ 1,665
Additional Phase I ESA Services – these items have been broken
out of the fixed fee price because they may not be required:
Environmental Lien Search: \$ 1,750
MDE File Review: \$ 350
- b. Phase II ESA (if necessary):.....\$ 5,985
- c. Geotechnical Subsurface Investigation and Preliminary
Foundation Engineering Report:.....\$ 11,800
- d. Hazardous Material Assessment:\$ 6,205
Manlift for roof access, if necessary: \$1,200
- e. Environmental Review Package, NRI, Tree
Conservation Exemption Letter:.....\$ 7,940

Subtotal (does not include optional Phase I items or the manlift):.....\$ 32,750

- f. Design Assistance, Meeting Attendance:

Because these items are not quantifiable at this time, these services will be completed on a time and materials basis using the hourly and unit rates provided below. However, we have provided anticipated meeting scenarios per discipline with estimated costs (assumes meetings are in College Park and no more than 2 hours in length:

- Geotechnical – 2 conference calls and 2 meetings:\$ 1,110
- Natural Resources – 1 conference call and 1 meeting:\$ 555



Environmental and HazMat – 2 conference calls and 2 meetings:\$ 1,110

Total with estimated meetings:\$ 35,525

5.1 Schedule of Hourly Rates

Company	Personnel	Hourly Rate
Arc Environmental	Program Manager - David M. Leety, P.G.; Stacy Kahatapitiya, CHMM	\$ 125.00
Arc Environmental	Project Manager - Christie Pulvino	\$ 95.00
Arc Environmental	Environmental Scientist or Industrial Hygienist	\$ 70.00
D.W. Kozera	Principal, David W. Kozera, P.E.	\$ 195.00
D.W. Kozera	Sr. Engineer, Bryan P. Shive, P.E.	\$ 125.00
D.W. Kozera	Staff Engineer	\$ 95.00
EnviroProjects, LLC	Principal - Aaron M. Keel, AICP	\$ 125.00
EnviroProjects, LLC	Landscape Architect	\$ 125.00
EnviroProjects, LLC	Environmental Scientist - Christi N. Darcy	\$ 85.00

5.2 Schedule of Unit Rates

Description	Rate
Mileage	\$ 0.60/mile

5.3 Assumptions

The above listed fees are based on the following assumptions:

1. The Arc Environmental Team will be provided with adequate access to the property during the scheduled period of work to be performed.
2. The roofs of all buildings are accessible for collection of roofing material samples for asbestos analysis.
3. Roofing material sample locations will be repaired with cold patch.
4. Subsurface conditions encountered are not prohibitive to using direct push drilling methods.
5. Samples will be submitted for laboratory analysis on a standard turnaround time.
6. No remediation, abatement, or removal of any materials from the Site will be completed as part of this contract.



7. Sediment and erosion control planning is not included.
8. Noise surveys are not included.
9. Insurance coverages currently held by Arc Environmental and our Teaming Partners are sufficient (specimen certificates of insurance for each Team Member are attached).

TAB 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lindquist Insurance 522 Chesapeake Avenue Annapolis, MD 21403	CONTACT NAME: Barbara Britt 443-837-2078 PHONE (A/C, No, Ext): (443)837-3200 E-MAIL: barbara@lindquistinsurance.com FAX (A/C, No): (410)280-9243
INSURED Arc Environmental, LLC ID 415268 1311 Haubert St Baltimore, MD 21230-5219	INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26271

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N N	Q12-0930664	12/09/2017	12/09/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1000000 \$ \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N N	Q34-2370177	10/23/2017	10/23/2018	EACH OCCURRENCE AGGREGATE \$ 2000000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A N	Q94-2300370	10/23/2017	10/23/2018	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ 1000000 \$ 1000000 \$ 1000000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SPECIMEN COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax:

Email:

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DATE (MM/DD/YYYY)

10/25/2017

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PRODUCER Lindquist Insurance 522 Chesapeake Avenue Annapolis, Maryland 21403	CONTACT NAME: Barbara Britt 443-837-2078 PHONE (A/C No. Ext): 443-837-3200 FAX (A/C No): (410)280-9243 E-MAIL: Barbara@lindquistinsurance.com ADDRESS: Barbara@lindquistinsurance.com
INSURED ARC Environmental LLC 1311 Haubert St Baltimore, Maryland 21230-5219	INSURER(S) AFFORDING COVERAGE INSURER A: Capitol Specialty Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	EV21050639-02	10/23/2017	10/23/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability Professional Liability	N	N	EV21050639-02	10/23/2017	10/23/2018	Occurrence/Aggregate \$2,000,000 Occurrence/Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SPECIMEN COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barbara D. Britt

Fax:

Email:

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ACORD 25 (2016/03)

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 9755 Patuxent Woods Drive Suite 200 Columbia, MD 21046	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS: aecert@cbiz.com		
INSURED D.W. Kozera, Inc. 1408 Bare Hills Ave Ste 200 Baltimore, MD 21209	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Valley Forge Insurance Co.		20508
	INSURER B : Continental Casualty Company		20443
	INSURER C : XL Specialty Insurance Co.		37885
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6024725758	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6024685617	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			6024726456	03/01/2018	03/01/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		6024725775	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9922282	03/01/2018	03/01/2019	\$2,000,000/claim \$2,000,000 aggregate \$50,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance For Bid Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CNR Insurance Inc. 166 West Street Annapolis MD 21401		CONTACT NAME: Nancy Defina PHONE (A/C, No. Ext): (410)897-9890 FAX (A/C, No): (410)897-5957 E-MAIL ADDRESS: nancy@cnrinsurance.com	
INSURED Enviropjects, LLC 93 Eastway Severna Park MD 21146		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company LTD INSURER B: Continental Cas Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11000	

COVERAGES**CERTIFICATE NUMBER:** 17-18 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			30SBAZI4965	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			EEH288310889	09/01/2015	09/01/2018	per claim limit \$1,000,000 aggregate limit pol. year \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Scottsdale AZ 85258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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TAB 2

TO BE SUBMITTED WITH BID

Non-Collusion Affidavit

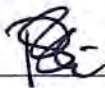
R. Shannon Cavaliere, being duly sworn on oath, deposes and says:

That he/she is the
President

(Owner, Partner, Title if on behalf of a Corporation)

of Arc Environmental, LLC,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.



(SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH BID

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

1. I am the President (Title) and duly authorized representative of Arc Environmental, LLC (Name of Business Entity) whose address is 1311 Haubert Street, Baltimore, MD 21230 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

None

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of University Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

04/13/2018

Date



Signature

R. Shannon Cavaliere

Printed Name

TO BE SUBMITTED WITH BID

INFORMATION REGARDING THE BIDDER

City of College Park

1 .Name: Arc Environmental LLC
Individual/partnership/corporation

Address: 1311 Haubert Street, Baltimore, MD 21230

Phone: 410-659-9971

2. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER
-----------------------	--------------------	-------------------	-------------------------------------

Please refer to Section 2.0 (pages 2 through 13) of our RFP Response for project descriptions and Reference Contact Information

3. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

Please refer to Section 2.0 (pages 2 through 13) of our RFP Response for project descriptions and Reference Contact Information

4. Identify all subcontractors that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

D.W. Kozera: Geotechnical and Foundation Engineering

EnviroProjects, LLC: Natural Resources

Earth Matters, Inc.: Direct Push Drilling (Phase II, if necessary)

ALS, Inc.: Laboratory Analytical Services (Phase II, if necessary)

5. Bidders will answer the following questions: (The word "you" refers any individual, partnership, partner and/or corporation and it's officers.)

a. Have you ever failed to complete any work awarded to you? No

If yes, state where and why _____

b. Have you ever been affiliated with some other organization that failed to complete a contract? No

If yes, state name of individual and reason therefore. _____

c. With what other businesses are you affiliated? TTL-Arc Environmental JV

d. Please list all persons who will supervise the work under the Contract. _____

David M. Leety, P.G. (Environmental and Overall Project Management);

Stacy Kahatapitiya, CHMM (HazMat); David Kozera, P.E. (Geotechnical);

Aaron Keel, AICP (Natural Resources)

- e. Identify all personnel who will be employed to prosecute the work described in the Contract Documents and list their hourly rate.

Please see Section 5.1 (page 21) of our RFP Response

Dated this 13th day of April, 2018.

Arc Environmental, LLC

Name of company/individual

By: 

R. Shannon Cavaliere

TENTATIVE SCHEDULE

Based on our experience with similar projects we have compiled a tentative timeline for performance of the requested services.

<u>Task</u>	<u>Time from NTP</u>
Phase I ESA, HazMat Survey, and Environmental Review Including NRI and Letter of Exemption	4 Weeks
Geotechnical Subsurface Investigation and Preliminary Foundation Engineering Report	6 weeks
Phase II ESA	7 Weeks
Design Assistance, Meeting Attendance	TBD

Please also see Section 4.6 (page 20) of our RFP Response